

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 5	
2. Amendment/Modification No. P00004		3. Effective Date 2004FEB02		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGB ROBERT BEARDSLEE (586)574-8071 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BEARDSLR@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302		Code S3605A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) THE LEXINGTON CARBON COMPANY, LLC 3130 LAMAR DRIVE LEXINGTON, KY. 40502-2906 TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-L055	
Code ISL92 Facility Code				<input type="checkbox"/>		10B. Dated (See Item 13) 2002MAY08	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AD NET INCREASE: \$782,693.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: B							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input checked="" type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) WYMAN E. YOUNG II YOUNGE@TACOM.ARMY.MIL (586)574-8093			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004FEB02	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 5
	PIIN/SIIN DAAE07-02-C-L055	MOD/AMD P00004	
Name of Offeror or Contractor: THE LEXINGTON CARBON COMPANY, LLC			

SECTION A - SUPPLEMENTAL INFORMATION

1. Unilateral Modification P00004 changes Contract DAAE07-02-C-L055 by adding the final increment of \$782,693 funding to the Contract, under SubCLIN 001AD (ACRN AD), increasing the amount of funding supporting CLIN 0001 by \$782,693, from \$2,337,732 to \$3,120,425. This increase in incremental funding is in accordance with Contract Clause I-59 (FAR 52.243-2, Changes--Cost Reimbursement, Alt. V), and Contract Section B.3.2 (Incremental Funding Schedule).

Previous Contract Amount Obligated:	\$2,337,732
Contract Amount Obligated This Action:	<u>\$ 782,693</u>
Total Contract Amount Obligated:	\$3,120,425

2. Add SubCLIN 0001AD in Contract Section B (Supplies or Services and Prices/Costs), in the amount of \$782,693.
3. Section B and Section G (Contract Administration Data) have been revised to reflect this change. The revised pages are attached.
4. Except for the changes resulting from this Modification, all other Contract terms and conditions, as previously modified, remain unchanged.

*** END OF NARRATIVE A 004 ***

Name of Offeror or Contractor: THE LEXINGTON CARBON COMPANY, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>SERVICES LINE ITEM</div> <div>NOUN: LEXCARB DAAE07-02-C-L055 PRON: E142C157R3PRON AMD: 01ACRN: AD AMS CD: 622601H9111</div> <div>SubCLIN 0001AD added by Mod. P00004</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCHPERF COMPL REL CDQUANTITYDATE 0010SEE SECTION F</div> <div>\$782,693.00</div>				\$782,693.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-L055 MOD/AMD P00004	Page 4 of 5
Name of Offeror or Contractor: THE LEXINGTON CARBON COMPANY, LLC		

B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is as stated in Section B Schedule.

B.1.2 The Contractor will be paid for the fixed fee stated in Section B under CLIN 0001 for the performance of work under the Contract and in accordance with the terms of the Contract Clause entitled, "FIXED FEE," (Apr 1984), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this Contract.

B.1.3 Allowable cost shall be determined, and payment shall be provided, in accordance with the Contract Clause entitled, "ALLOWABLE COST AND PAYMENT."

B.2 Payment

The Contractor may submit public vouchers every two weeks for payment under this Contract. The fee will be payable at the time of reimbursement of cost at the same rate as the total Contract fee bears to the total estimated cost, subject to any withholding pursuant to provisions of this Contract.

B.3 Funding

B.3.1 The Government shall provide funds under this Contract covering the estimated cost and fee, on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled, "LIMITATION OF FUNDS." It is estimated that the incremental amounts are sufficient for the performance of work in each cited period. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall plan and execute the work required by this Contract to expend and/or commit funds compatible with the funding schedule below. Whenever the Contractor has reason to believe the funds allotted to this contract for any fiscal year are either insufficient or excessive for performing the work required in that fiscal year, the Contractor shall notify the Government.

B.3.2 Incremental Funding Schedule

<u>Performance Period</u>	<u>Amount</u>
Award through Jan 2003:	\$ 604,175
Jan 2003 through Jan 2004:	\$1,733,557
Jan 04 through Contract Completion:	\$ <u>782,693</u> *
Total:	\$3,120,425

B.4 Funds Allotted. The amount of funds currently allotted to this Contract are \$3,120,425. *

B.4.1 For the purpose of the Contract clause, "LIMITATION OF FUNDS," the total amount allotted by the Government to the Contract shall be the amount of funds allotted in paragraph B.4 above.

B.4.2 In performing this Contract, the Contractor is not obligated to incur costs, including fee, in excess of the amount of funds allotted to the Contract, as shown in this clause, nor is the Government obligated to reimburse the Contractor for cost and fee in excess of the amount of funds allotted to the Contract by the Government.

* Revised by Modification P00004

*** END OF NARRATIVE B 001 ***

Name of Offeror or Contractor: THE LEXINGTON CARBON COMPANY, LLC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>			PRIOR AMOUNT		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
0001AD	E142C157R3	AD	2	\$		0.00	\$	782,693.00	\$	782,693.00
	622601H9111		42C157							
						NET CHANGE	\$	782,693.00		

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>			ACCOUNTING <u>STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	AD	21	42040000046N6N7EP622601255Y	S20113		W56HZV	\$	782,693.00
							NET CHANGE	\$ 782,693.00

		PRIOR AMOUNT <u>OF AWARD</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	2,337,732.00	\$	782,693.00	\$	3,120,425.00